

AGREEMENT FOR ESTABLISHMENT AND MAINTENANCE OF AN ARMY SENIOR RESERVE OFFICERS' TRAINING CORPS UNIT

For use of this form, see AR 145-1; the proponent agency is DCS, G-1

SUBJECT: Agreement for Establishment and Maintenance of an Army Senior Reserve Officers' Training Corps Unit
THRU: 1. Commander, _____ Brigade, United States Army Cadet Command
2. Commander, United States Army Cadet Command, (ATCC-RO), Fort Knox, KY 40121-5123
TO: 1. DCS, G-1 (DAPE-MPO-AP), 300 Army Pentagon, Washington, DC 20310-0300
2. Commander, Human Resources Command, (AHRC-OPD-A), 1600 Spearhead Division Avenue, Fort Knox, KY 40122-5402

AGREEMENT

1. The Secretary of the Army having approved the application for establishment of an Army Senior Reserve Officers' Training Corps Unit (DA Form 918) executed by _____
(Name and Title)
of _____ on _____ agrees as follows
(Institution) (Date)

a. To establish and maintain a senior division unit of the Army Reserve Officers' Training Corps of the above named school.

b. To assign military personnel as the Secretary of the Army deemed necessary for the proper administration and conduct of the Army Reserve Officers' Training Corps and to pay the statutory compensation to such personnel from the Department of the Army funds.

c. To provide for use by the Army Reserve Officers' Training Corps Program available government property that is authorized by law.

To pay at the expense of the government the costs of transportation, crating, packing, handling and normal maintenance of property (exclusive of costs including utilities) involved in the storage of such property at the school.

d. To pay at the government's expense subsistence allowance at a prescribed rate to enrolled members in the Advanced Reserve Officers' Training Corps and to participants in the Reserve Officers' Training Corps Financial Assistance Program.

e. To issue at the government's expense, uniform clothing for enrolled members of the Army Reserve Officers' Training Corps. Commutation may be paid, at the prescribed rate(s), at the discretion of the Secretary of the Army, in lieu of procurement, receipt, storage, maintenance, and issue of government uniform clothing.

f. To arrange the accounting procedures with designated fiscal officer when providing financial assistance to specifically selected members under the provisions of Title 10, U.S. Code 2107.

g. To relieve this school of the accountability and responsibility for the United States property provided for the Army ROTC program on completion.

h. To appoint an active duty officer or civilian employee of the United States Army who has been assigned to duty at the school as the Army ROTC Property Officer. He or she will have the authority to requisition, receive, store, and account for Army Property. The appointee will also be responsible for all property matters and will act in behalf of the U.S. Army.

i. To return to the school the accountability and responsibility for the issue, care, use, safekeeping and accounting for the United States property used and required in the Army SROTC program should the school request this action in writing.

*NOTE: Paragraph 1g-li are applicable only if the school does not agree to appoint a military property custodian and comply with paragraph 2h, 2i, and 2j of this agreement. If the school agrees to comply with paragraphs, line through paragraphs 1g-li.

2. The governing authorities of this school agree as follows:

a. To establish and maintain a Department of Military Science as an integral department of the school and to adopt as part of its curriculum ☐ (1) a four-year course of military science instruction; ☐ (2) a two-year course of advanced military science instruction; or ☐ (3) both of the above, which will be prescribed and conducted as agreed upon by the school and the Secretary of the Army.

b. To require each student enrolled in Army Reserve Officers' Training Corps to devote the number of hours to the military science curriculum as agreed to by the school and the Secretary of the Army.

c. To provide the necessary and adequate classrooms, administrative offices and equipment, areas for ADP equipment with secure storage space, drill fields, storage area and other required facilities in a fair and equitable manner as compared to the other departments within the school.

d. To provide secretarial support, janitorial and grounds upkeep, printing and publication support, communication services, parking space for Government and staff vehicles, and other required support in the same manner and measure that is provided to the other departments of the host school.

e. To meet or exceed Department of Defense Viability requirements (implemented in DOD Directive 1215.08, and Army Regulation 145-1) for continuation of status as a host unit.

f. To adopt, as part of the school's curriculum, the Program of Instruction for the Reserve Officers' Training Corps and to grant academic credit applicable towards graduation for successful completion of courses that are part of the ROTC Program of Instruction.

g. To arrange for the scheduling of classes within the military curriculum so that they will be just as convenient for the student to attend as other courses at the same educational level. To include a representative of the Department of Military Science on all faculty committees that directly affect the Department of Military Science.

h. To appoint a representative from the school as military property custodian who will be authorized to requisition, receive, stock, and account for government property issued to the school. The property custodian will

transact matters on behalf of the school.

i. To conform to the Secretary of the Army's regulations relating to the issue, care, use, safekeeping, turn-in, and accounting for the government property that has been issued to the school.

j. To comply with the provisions of law and regulations of the Army pertaining to furnishing a bond to cover the value of all government property issued to the school except uniforms, expendable articles, and supplies expended in operation, maintenance and instruction.

k. To provide without expense to the United States Army, adequate storage and issue facilities for all United States property provided for the Army ROTC program. Adequate facilities will consist of safe, well lighted, dry, heated, ventilated areas. The facilities will have office space, shelving, bins, clothing racks, and cabinets, as required. Also included will be suitable storage space for arms and ammunition. All windows will be securely barred or provided with heavy metal mesh screens. Doors will be reinforced and fitted with cylinder locks. It is agreed that such facilities will be separate and apart from those occupied by any other department of the school or other Government agency. The Brigade Commander will determine if the facilities are adequate, safe and satisfactory for storage and issue.

l. To transfer the responsibility for the issue, care, use, and accounting for all United States property provided for the Army ROTC program to the properly appointed property officer of the United States Army.

m. That all property storages or discrepancies at the time of transfer will be adjusted by the school using the established procedures.

n. To take reasonable measures, to include withholding transcripts, grades, and/or certificates of graduation when requested by the Professor of Military Science, to recover Government property that is improperly in the hands of students or former students.

o. To resume accountability and responsibility for United States property issued in support of the Army ROTC program if the Brigade Commander informs the school in writing that the school is not satisfactorily fulfilling the terms of this agreement.

p. That the U.S. Army will not be responsible for acts performed by the Military Property Custodian with respect to Army matters prior to the date of assumption of property responsibility by the United States Army.

*NOTE: If the Secretary of the Army has agreed to relieve the school of its accountability and responsibility for military property, line through paragraphs 2h-2j. However, if the school agrees to comply with paragraphs 2h, 2i, and 2j, line through paragraphs 2k-2p.

3. It is mutually understood and agreed as follows:

a. This agreement is effective upon official signature of the authorized representative for the school and the Secretary of the Army.

b. This agreement may be terminated by either party after giving one academic year's notice of intent.

c. The Secretary of the Army or the designated representative may withdraw the ROTC unit without prior notification to the school in the event of mobilization.

d. Officers will not be assigned to the Department of Military Science without prior approval of this school. Army officers will not be allowed to continue on duty after the authorities request the relief of the officer for cause.

e. The Secretary of the Army will have the right at any time to relieve from duty any officer, warrant officer, or enlisted person who the Army assigned to the school.

f. That no Reserve Officers' Training Corps unit of any type will be established or maintained at a school that discriminates with respect to admission or subsequent treatment of studies on the basis of race, color, sex, religion, or national origin, except however, that school with a single sex admission policy may establish and maintain a single sex unit.

(1) By executing this agreement, the school officials affirm that the school is operated without discrimination on the basis of race, color, sex, religion, or national origin (except as provided in paragraph 31, above).

(2) Execution of this agreement is given for the purposes of establishing and maintaining an Army ROTC unit at this school, which involves the expenditure of Federal funds.

g. No unit will be established or maintained unless the senior commissioned officer assigned to the school:

(1) Is designated Head of the (Army) Military Science Department.

(2) Is given a status over the Military Science Department and within the school which is consistent with that given to academic department heads.

(3) Is given an academic rank and title comparable to the ranks and title awarded to other school faculty of professional status, and is accorded all the privileges of those who hold the academic rank of professor.

(4) Is given voting rights on all matters concerning the Reserve Officers' Training Corps and on such additional matters as the school may elect.

h. That the senior commissioned officer assigned to the school need not be included with the normal institutional tenure system.

4. This agreement supersedes all existing agreements between the Department of the Army and the school pertaining to this matter.

FOR THE INSTITUTION

TYPED NAME AND TITLE

SIGNATURE

DATE

FOR THE SECRETARY OF THE ARMY

TYPED NAME AND TITLE

SIGNATURE

DATE